

CROWELL & MORING LLP

Timothy J. Fierst (TF:3247)

Attorneys for Plaintiff

15 West 5th Street, 31st Floor

New York, New York 10022

(212) 895-4200

JUDGE BRIANT

08 CV 5430

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

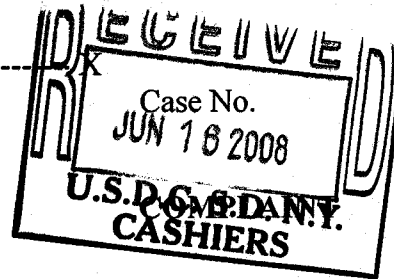
BALDOR'S SPECIALTY FOODS, INC.,

Plaintiff,

- against -

E.A.T. INC. a/k/a EAT INC. TRADING and FRANK
SKIBO, individually and in any corporate or partnership
capacity,

Defendants.



----- X

Plaintiff, Baldor's Specialty Foods, Inc. ("Baldor" or the "Plaintiff") brings this action against Defendants, E.A.T. Inc. a/k/a EAT Inc. Trading (the "Company") and Frank Skibo, individually and in any corporate or partnership capacity (the "Principal"), for damages and other relief, and alleges as follows:

I. Jurisdiction

1. Subject-matter jurisdiction is vested in this Court pursuant to the Perishable Agricultural Commodities Act ("PACA"), specifically 7 U.S.C. § 499(c)(b)(2) and 7 U.S.C. § 499c(c)(5)(i), and pursuant to 28 U.S.C. § 1331.

2. Personal jurisdiction of this Court over the Defendants exists in that each of the Defendants regularly conducts or transacts business within the Southern District of New York, and that the alleged activities of the Defendants occurred within this District.

3. The Court has supplemental jurisdiction over the Plaintiff's claims arising under state law pursuant to 28 U.S.C. § 1367(a).

II. Venue

4. Venue in this District is based on 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the Plaintiff's claims occurred in this District and the Company and the Principal had their principal places of business in this District.

III. Parties

5. Plaintiff, a New York corporation, has its offices at 511 Barry Street, Bronx, New York 10474, and operates its business under a valid USDA-issued PACA license, in good and active standing.

6. Plaintiff sells wholesale quantities of perishable agricultural commodities ("Produce") in interstate commerce.

7. The Company, is, upon information a belief, a sole proprietorship, partnership or corporation, and is a purchaser of Produce in wholesale quantities and, therefore, a "dealer" pursuant to § 499a(b)(6) of PACA.

8. The Company since approximately December 12, 2007, has had its principal place of business at 11 Green Valley Road, Armonk, New York 10504

9. The Principal, is or was an officer, director, partner, owner and/or shareholder of the Company during the relevant time period. The Principal is or was a person in control of, and responsible for, the disposition of the Company's assets, including its PACA trust assets, and is a guarantor of payment of all of the obligations due and owing by the Company to the Plaintiff pursuant to a Guaranty of Obligations, a copy of which is annexed hereto as Exhibit "A."

10. The Principal since approximately December 12, 2007, has had his principal place of business at 11 Green Valley Road, Armonk, New York 10504.

11. The Company and the Principal are collectively referred to herein as the "Defendants".

IV. Claims for Relief

COUNT I

Failure to Maintain PACA Trust **7 U.S.C. §§ 499e(c)(2), 499e(c)(4)**

(Against the Company)

12. Plaintiff incorporates each and every allegation set forth in paragraphs 1 through 11 as if fully set forth herein.

13. At the Company's request, Plaintiff sold, on credit, to the Company perishable agricultural commodities, as set forth in the following table:

<u>Plaintiff</u>	<u>Dates of Transaction</u>	<u>Commodities</u>	<u>Total Amount Sold</u>	<u>Amount Unpaid¹</u>
Baldor Specialty Foods, Inc.	12/12/07-1/24/08	Fruits & vegetables and other perishable commodities	\$30,976.42	\$30,976.42

14. Plaintiff duly delivered the perishable agricultural commodities to the Company.

15. The Company received and accepted the perishable agricultural commodities from the Plaintiff.

- i. The Produce identified above was sold pursuant to the invoices (the "Invoices") attached hereto as Exhibits B through Z. The invoices were prepared and sent based on delivery tickets accompanying the deliveries, upon which the Company signed its receipt for the deliveries. See Ex. B through and including Z, which

¹ Plus accrued interest at 2% per month (equal to 24% per year) and attorney's fees and costs.

provides a breakdown of the perishable agricultural commodities which were delivered to the Company and the amounts due thereon for the period December 12, 2007 through and including January 24, 2008.

16. The Company received from the Plaintiff each of the invoices included in Exhibits B through and including Z.

17. The Company failed to pay for this Produce despite repeated demands from the Plaintiff.

18. Pursuant to the payment terms between the Company and the Plaintiff, the Company is in default with respect to the principal amount of \$30,976.42 outstanding to the Plaintiff.

19. Pursuant to the trust provisions of PACA, 7 U.S.C. § 499e(c)(2), and the Code of Federal Regulations promulgated thereunder, upon receipt of said commodities, a statutory trust arose in favor of the Plaintiff as to all commodities received by the Company, all inventories of food or other products derived from said commodities, and the proceeds from the sale of such commodities until full payment is made for said commodities by the Company to the Plaintiff.

20. The Company has failed and refused to pay for the commodities it received and accepted from the Plaintiff, despite due demand.

21. On each of the outstanding invoices sent by the Plaintiff to the Company, the Plaintiff, as a PACA licensee, placed the exact language statutorily prescribed by PACA to be placed on all invoices by a licensee to notify the buyer that a seller/supplier of perishable agricultural commodities is preserving its rights as a beneficiary to the statutory trust pursuant to 7 U.S.C. § 499c(c)(4), plus pre and post judgment interest and attorney's fees. See the unpaid invoices, Ex. B through Z hereto.

22. The Plaintiffs is an unpaid creditor, supplier and seller of perishable agricultural commodities as those terms are defined under the PACA.

23. Upon information and belief, the Company has dissipated and is continuing to dissipate the corpus of the statutory trust which arose in favor of the Plaintiff and grew upon each delivery to the Company of perishable agricultural commodities.

24. The failure of the Company to hold in trust for the benefit of the Plaintiff such perishable agricultural commodities received by it from the Plaintiff, and all inventories of food or other products derived from said commodities, and the proceeds from the sale of such commodities until full payment of the sums owing to the Plaintiff for said commodities, constitute violations of PACA and PACA Regulations and are unlawful, and, as a direct result the Plaintiff has suffered damages.

COUNT II

Dissipation of Trust Assets

7 U.S.C. §§ 499(b), 499e(c), 499e(c)(4)

(Against Both Defendants)

25. The Plaintiff incorporates each and every allegation set forth in paragraphs 1 through 24 as if set forth fully herein.

26. Upon information and belief, proceeds obtained from the resale of the perishable agricultural commodities purchased on credit from the Plaintiff by the Company, that were needed to make full payment promptly to trust beneficiaries as required by U.S.C. § 499b, were improperly expended by the Company and the Principal for other purposes.

27. On each of the outstanding Invoices sent by the Plaintiff to the Company, the Plaintiff, as PACA licensee, placed the exact language statutorily prescribed by PACA to be placed on all invoices by a licensee to notify the buyer that a seller/supplier of perishable agricultural commodities is preserving its rights as a beneficiary to the statutory trust

pursuant to 7 U.S.C. § 499e(c)(4), plus interest and attorney's fees. *See* the Invoices, annexed hereto as Exhibits B through Z.

28. Upon information and belief, Defendants received funds subject to the trust arising under 7 U.S.C. § 499e(c), which should have been used to pay the Plaintiff's outstanding Invoices, but were not.

29. As a direct result of the dissipation of trust assets by the Company and the Principal, the Plaintiff has suffered damages.

COUNT III

Failure to Pay Trust Funds

7 U.S.C. §§ 499(b)

(Against the Company)

30. The Plaintiff incorporates each and every allegation set forth in paragraphs 1 through 29 as if set forth fully herein.

31. The Company has failed and refuses to pay the Plaintiff \$30,976.42 from the PACA trust, which sum is unpaid and overdue to the Plaintiff for the perishable agricultural commodities received and accepted by the Company from Plaintiff.

32. The failure of the Company to make said payments to the Plaintiff from the statutory trust fund is a violation of PACA 7 U.S.C. § 499b and PACA Regulations and is in breach of the Company's fiduciary duty as trustee, and, as a direct result, the Plaintiff has suffered damages.

COUNT IV

Breach of Fiduciary Duty / Non-Dischargeability
7 U.S.C. §§ 499b(4), 11 U.S.C. 523(a)

(Against Both Defendants)

33. The Plaintiff incorporates each and every allegation set forth in paragraphs 1 through 32 as if set forth fully herein.

34. Upon information and belief, from December 12, 2007 through January 24, 2008 and at all relevant times thereafter, the Principal managed, controlled and directed the credit purchase of perishable agricultural commodities from the Plaintiff on behalf of the Company.

35. Upon information and belief, Defendants received, in the regular course of business, funds subject to the PACA statutory trust which were not used for the payment of the outstanding invoices for the Plaintiff.

36. Upon information and belief, Defendants, in breach of their fiduciary obligations arising under PACA, directed the disbursement of trust funds for purposes other than making full and prompt payment to the Plaintiff as required by PACA, 7 U.S.C. § 499b(4), thereby heightening liability herein to a state of non-dischargeability pursuant to 11 U.S.C. § 523(a).

37. As a direct result of the foregoing, the Company and the Principal have violated their fiduciary duties as trustees in failing and refusing to make the payments required to satisfy the priority trust interests of the Plaintiff, and, as a direct result, the Plaintiff has suffered damages.

COUNT V

Breach of Contract / Action on Account

(Against Both Defendants)

38. The Plaintiff incorporates each and every allegation set forth in paragraphs 1 through 37 as if set forth fully herein.

39. From December 12, 2007 to January 24, 2008, the Company contracted with the Plaintiff to purchase fresh fruits and vegetables on credit. *See* Ex. B through Z.

40. Pursuant to the payment terms between the Plaintiff and the Company, the Company is in default as to the Plaintiff on the amounts unpaid and outstanding.

41. The Company breached the contract by failing and refusing to pay the Plaintiff \$30,976.42. As a direct result, the Plaintiff has suffered damages.

42. Pursuant to the Guaranty of Obligations, which is a guaranty of payment, the Principal, jointly and severally, is obligated to pay to the Plaintiff, the amounts due to the Plaintiff and in default by the Company, without demand. *See* Ex. A hereto.

43. By virtue of the Company's default in paying the amounts due and owing to the Plaintiff, the Principal is obligated to pay the sum of \$30,976.42 plus pre and post judgment interest and legal fees and costs.

COUNT VI

Interest and Attorney's Fees

(Against Both Defendants)

44. The Plaintiff incorporates each and every allegation set forth in paragraphs 1 through 43 as if set forth fully herein.

45. Pursuant to PACA, 7 U.S.C. § 499e(c), and the Regulations promulgated thereunder, Defendants were statutorily required to maintain a trust in favor of the Plaintiff in order to make full payment to the Plaintiff of said amount, \$30,976.42.

46. As a result of the failure of Defendants to maintain the trust and to make full payment promptly, the Plaintiff has been required to pay attorney's fees and costs in order to bring this action to compel payment of the trust res.

47. As a result of the failure of Defendants to comply with their statutorily mandated duties to maintain the trust and make full payment promptly, the Plaintiff has lost the use of said money.

48. The Plaintiff will not receive full payment as required by PACA, 7 U.S.C. § 499e(c), if the Plaintiff must expend part of said payment on attorney's fees, and litigation costs, and also suffer the loss of interest on the outstanding amounts owed, all because of violations by Defendants of their statutory duties to maintain the trust and make full payment promptly.

49. In addition to the above recitals, the Plaintiff maintains express claims for interest and attorney's fees based upon the terms listed on each invoice, as between merchants, which were all bargained terms of the contract and are sums owing in connection with the produce transaction. Interest and attorneys' fees accrue at the rate of 24% per annum pursuant to the Invoices.

COUNT VII

Creation of Common Fund

(Against All Defendants)

50. The Plaintiff incorporates each and every allegation set forth in paragraphs 1 through 49 as if set forth fully herein.

51. The Plaintiff is commencing this lawsuit on behalf of itself and other similarly situated PACA trust creditors, and any and all monies recovered from Defendants and other third parties will be distributed on a pro-rata basis among the Plaintiff and all perfected PACA trust creditors joined to this lawsuit.

COUNT VIII

Fraudulent Transfers

(Against the Principal)

52. The Plaintiff incorporates each and every allegation set forth in paragraphs 1 through 51 as if set forth fully herein.

53. Upon information and belief, the Company transferred its assets to the Principal and to other unknown third parties.

54. These transfers were made after the claims of Plaintiff and other PACA trust beneficiaries arose.

55. These transfers were made to or for the benefit of insiders of the Company on antecedent debts and were made without consideration or adequate consideration.

56. This Company was insolvent at the time of these transfers.

57. At the time of these transfers, the recipients had reasonable cause to believe that the Company was insolvent.

58. These transfers were fraudulent transfers as proscribed by New York's Uniform Fraudulent Transfers Act, New York's Debtor and Creditor Law, N.Y. CLS Dr & Cr § 1, *et seq.* (2007).

59. Accordingly, Plaintiff seeks entry of an Order, as provided by N.Y. CLS D. & Cr § 273, avoiding the transfers, ordering the recipients to disgorge and transfer any and all such

amounts to Plaintiff to the extent of \$30,976.42, interest from the date each invoice became past due, costs, attorneys' fees, and awarding punitive damages to be determined by the trier of fact, less any monies Plaintiff receives from the PACA Trust Assets.

PRAYER

WHEREFORE, the Plaintiff prays that his Court issue an Order:

1. Granting judgment in favor of the Plaintiff and against each of the Defendants, jointly and severally, in the principal amount of \$30,976.42, together with pre-judgment interest and post-judgment interest, attorneys' fees and the costs of this action;
2. Declaring and directing the Defendants to establish and/or preserve a trust fund consisting of funds sufficient to pay the Plaintiff's principal trust claim of \$30,976.42 plus pre-judgment interest, attorneys' fees and costs;
3. Preliminarily enjoining, until the entry of the relief herein requested and compliance therewith, Defendants and their agents, employees and representatives from, in any way, directly or indirectly, transferring, assigning or otherwise disposing of the above-described trust fund, or any interest therein, in whole or in part, absolutely or as security;
4. Declaring and directing Defendants to disgorge, assign, transfer, deliver and turn over to the Plaintiff as much of the above-described trust fund as is necessary to fully compensate to the Plaintiff for the damages it has suffered and continues to suffer;
5. As to Count VIII, pursuant to N.Y. CLS Dr & CR § 273, avoiding the transfers and ordering the recipients to disgorge and transfer any and all such amounts to Plaintiff in the amount of \$30,976.42, plus interest from the date each invoice became past due, costs, attorneys' fees, and punitive damages to be determined by the trier of fact, less any monies Plaintiff receives from the PACA Trust Assets;

6. Granting the Plaintiff reasonable costs and expenses, including attorney's fees in this action; and

7. Such other and further relief; whether in law or in equity, as this Court deems just and proper.

Dated: New York, New York
June 2, 2008

Respectfully submitted,

CROWELL & MORING LLP
Attorneys for Plaintiff


By: 
Timothy J. Fierst (TF:3247)
153 East 53rd Street, 31st Floor
New York, New York 10022
(212) 895-4200

EXHIBIT A

GUARANTY OF OBLIGATIONS OF EAT INC Trading. ("CUSTOMER")

Each of the Guarantors hereby guaranties, jointly and severally, on demand, the due and punctual payment of all the amounts due to Baldor Specialty Foods, Inc. from Customer and agrees to pay any and all costs and expenses (including, without limitation, fees and disbursements of counsel) incurred by Baldor in enforcing any rights under this Guaranty (the "Guaranteed Obligations").

Each Guarantor agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from them and that they will remain bound upon this Guaranty notwithstanding any extension, renewal or other alteration of any Guaranteed Obligations. Each Guarantor waives presentation of, demand of, and protest of any Guaranteed Obligation and also waive notice of protest for nonpayment. The obligations of each Guarantor under this Guaranty shall not be affected by (a) the failure of Baldor to assert any claim or demand or to enforce any right or remedy against Customer, or any other agreement or otherwise, or any extension or renewal of any provision of any thereof.

This Guaranty constitutes a guaranty of payment and not collection. Upon any default in the payment of the Guaranteed Obligations when due, the undersigned, jointly and severally, will pay to Baldor the amount thereof, all without suit or any other action required to be taken by Baldor to enforce such Guaranteed Obligations against Customer or against any collateral. The obligations of each Guarantor under this Guaranty shall not be subject to any reduction, limitation, impairment, or termination for any reason, including, without limitation, any claim of waiver, release, surrender, alteration or compromise of any of the Guaranteed Obligations, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Guaranteed Obligations.

Each Guarantor is jointly or severally liable for the payment of all Guaranteed Obligations and Baldor may bring suit against each Guarantor, jointly or severally, or against any one or more of them. Further, a release or substitution of any one or more of the Guarantors shall not in any way be deemed a release of, in favor of, or for the benefit of any other Guarantor.

No delay or omission by Baldor to exercise any right under this Guaranty shall impair any such right, nor shall it be construed to be a waiver thereof. No amendment, modification, termination or waiver of any provision of this Guaranty, or any consent to any departure by any Guarantor therefrom, shall in any event be effective without the written concurrence of Baldor. No waiver of any single breach or default under this Guaranty shall be deemed a waiver of any other breach or default.

THIS GUARANTY SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

Guarantor: 2 6

Witness
Mark Hill

087722.1

Guarantor: FRANK SKIBO

11 GREEN VALLEY ROAD
ARMONK, N.Y. 10504

05/22/2008 09:07

(FAX)

P. 005/008

PropertyShark Reports

Page 1 of 4

User Notes

No notes found.

Overview

Location		Tax Assessment	
Property address	15 Green Valley Rd Armonk, NY 10504	Full market value	\$712,963
Section, Block, & Lot	1.9-20-.2/-14	Total assessed value	\$15,400
Location Attributes		Land assessed value	\$3,000
Loc st nbr	15	Roll year	2006
Loc zip	10504	Roll section	1
Parcel ID	1375	Roll subsection	Not Listed
Muni Code	553800	Tax code	Not Listed
Most Recent Sale		Res pct	Not Listed
Sale date	n/a	Links	
Sale price	n/a	Google maps	Find location
		Yahoo maps	Find location
		Mapquest maps	Find location
		School district	Find school
		Sex offenders	Search
		Political contributions	Search

Photos**User Uploaded Photos**

Upload photos for this property

No photos available.

Ownership Summary

Assessment Roll Frank Sklbo
15 Green Valley Rd
Armonk NY 10504
☎ Residential Business
Add to Address Book

The Department of State - Division of Corporations - has a search tool. Search for LLC owners.

Sales History

No records found.

Appraiser Comparable

No records found.

Neighborhood Price History

No records found

07/22/2008 09:07

(PAA)

P. 000/000

PropertyShark Reports

Page 2 of 4

Site & Land Description

Neighborhood Rating	Land Description
Site Rating	Lot Size and Value
Utilities & Ratings	Acres 2
Site Features	Land Influence

Building and Yard Improvements

No records found.

Zoning

Sorry, we don't have a zoning map for this area, but we'd like to add one. If you know where we can get one, please contact ashleigh@propertyresearchpartners.com. We prefer to get zoning maps in electronic format (PDF, CAD files, shapefiles, etc), but we can also work with paper maps.

Assessment

Revaluation		Taxes	
Revaluated land value	\$3,000	County	\$14,234
Revaluated total value	\$14,000	Municipal	\$14,234
Bank and Mortgage		School	\$15,400
Bank code	Not Listed	Village	Not Listed
Mortgage number	Not Listed	Star town taxable	Not Listed
Bank eff date	Not Listed	Star schl taxable	\$13,180
		Sch relevy	Not Listed
		Vlg relevy	Not Listed
		Tax code	Not Listed

Neighbors

Sorry, no records were found!

Demographics By Zip

Profile of Zip Code 10504	
2000 Population	7185
Female Pop.	3691
Male Pop.	3494
Households	2434
Home Owners	2178
Renters	177
Population Density	424.80
Area size (sq. miles)	16.91

05/22/2008 09:07

(PAA)

P. 001/006

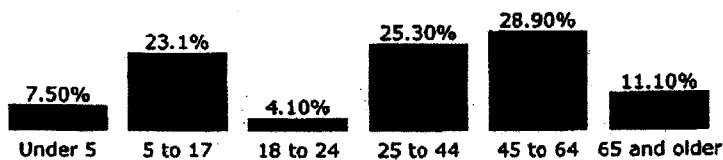
PropertyShark Reports

Page 3 of 4

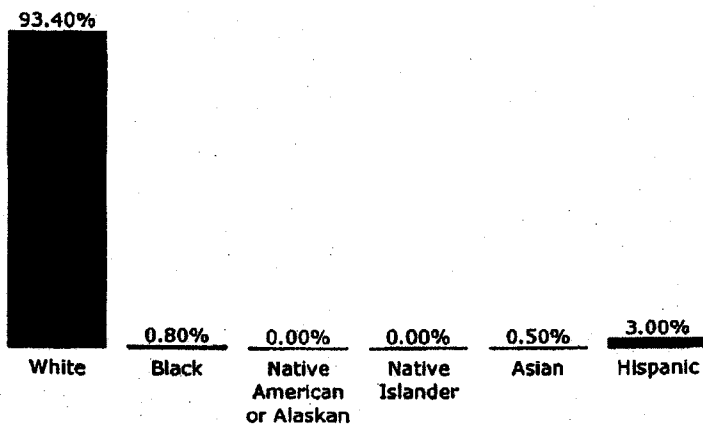
Household size (avg)

3.00

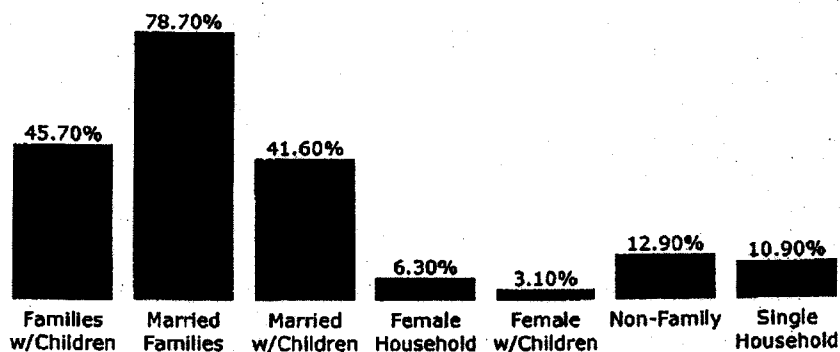
Age Distribution



Racial Distribution



Household Type



Note: totals often exceed 100% for race and household type because respondents may choose multiple categories.

Environmental Information

In this section you can find environmental information like air releases, drinking water, toxic releases, hazardous wastes, water discharge permits, and Superfund sites. In the picture below, view different facilities that are present in the surrounding area of the property. If you want to get more, click on the picture or on the links listed at the end of the section.

Regulated facilities

<http://www.propertyshark.com/mason/nv-westchester/Reports2/showsection.html?propke...> 5/22/2008

05/22/2008 09:08

(FAX)

P. 006/006

PropertyShark Reports

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Sorry we don't have any information for this property

Legend

See other environmental information
Try EPA EnviroMapper StoreFront

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EXHIBIT B



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

Remit Payment To:
Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice **2969807**
Customer **EATINC**
Route
Entered By: **RICO**
Time: **14:54:10**

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
				MARK		12/12/07	2315564
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
1.	1.		EACH	Fuel Surcharge		1.50	1.50
1.00	1.00		CTN AN	CALIFORNIA ANISE/FENNEL		16.10	16.10
1.00	1.00		CTN CE1	CELERY KNOB -- KNOB		16.20	16.20
2.00	2.00		CTN MU	SHIITAKE -B- 3#		12.20	24.40
5.00	5.00		CTN MU94D	BLUEFOOT 3# BOX		55.00	275.00
6.00	6.00		CTN MU94	FRESH CHANTERELLES 3# CASE		37.50	225.00
6.00	6.00		CTN MU992	ASIAN ROYAL TRUMPET 6.6 lb (KING OYSTER)		41.20	247.20
1.00	1.00		CTN MU7	OYSTER 5#		19.20	19.20
1.00	1.00		CTN SP90	SPINACH FROZEN CHOPPED 12X3#		27.90	27.90
10.00	10.00		CTN MES	MESCLUN 3#		7.50	75.00
2.00	2.00		CTN ZLET7	ORG. EB GREENS CLAM 8/5oz		21.30	42.60
4.00	4.00		CTN SALAD5	MACARONI SALAD 30#		26.00	104.00
2.00	2.00		CTN ZROM2B	ORG. EB BABY ROM CLAM 8/5oz		21.30	42.60
2.00	2.00		CTN ZSP2	ORG. EB BABY SPIN. CLAM 8/5oz		21.30	42.60
1.00	1.00		CTN ZSP1	ORG. BABY SPINACH 4#		12.70	12.70
5.00	5.00		CTN AS	ASPARAGUS STANDARD		38.80	194.00
1.00	1.00		CTN LET3	HYDRO [BIBB] BOSTON		18.80	18.80
3.00	3.00		CTN SPR10	LOOSE BRUSSEL SPROUTS/22 LB		29.20	87.60
3.00	3.00		CTN SQ91	SQUASH BABY GR ZUCC. 5 LB		15.00	45.00
3.00	3.00		CTN SQ8	SQUASH BABY YEL PATT 5 LB		22.50	67.50
3.00	3.00		CTN LET5	MACHE ** MACHE		11.20	33.60

Received by _____

(Continued)



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

Remit Payment To:
Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

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Invoice **2969807**
Customer **EATINC**
12/12/07
Route
Entered By: **RICO**
Time: **14:54:10**

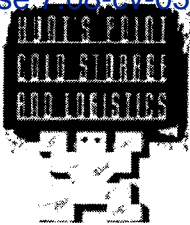
E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
				MARK		12/12/07	2315564
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
2.00	2.00		CTN R	RADICCHIO CASE		5.40	10.80
2.00	2.00		CTN EN	ENDIVE		18.20	36.40
2.00	2.00		CTN ON7	ONIONS PEARL WHITE 12 ct		18.50	37.00
2.00	2.00		CTN MU6	CREMINI 5#		11.20	22.40
2.00	2.00		CTN ON94	ONIONS CIPPOLINI 10lbs		13.30	26.60
1.00	1.00		CTN POT9	YAMS JUMBO		12.40	12.40
1.00	1.00		CTN SPR2	ALFALFA SPROUTS CUPS		9.30	9.30
4.00	4.00		CTN FL3	SHISO OBBA LEAF		10.50	42.00
Received by						Total Invoice	1815.40

EXHIBIT C



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice **2970710**
Customer **EATINC**
12/12/07
Route
Entered By: **SHER**
Time: **16:29:15**

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

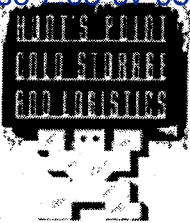
E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms		
EATINC		Airline				Net 1		
Purchase Order Number				Salesperson		Order Date	Our Order Number	
				MARK		12/12/07	2315926	
Ordered	Shipped	Ck	Item	Item Description			Unit Price	Extended Price
4.00	4.00		CTN MU999	DRY MORELS BY THE LB			149.30	597.20
2.00	2.00		EACH SPNU7	PINE NUTS (KERNALS) CHINESE 4 LB TIN			53.85	107.70
3.00	3.00		CTN SPO9C	OLIVES KALAMATA PITTED 10# BOX DIVINA			52.69	158.07
8.21	8.21		LB DUCK0	FOIE GRAS GRADE "A" (BELLA BELLA)			31.50	258.62
14.71	14.71		LB SPPATE2	MOUSSE DUCK FOIE GRAS BY #(3.5#)			16.95	249.33

EXHIBIT D



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Remit Payment To:
Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice 2970785
Customer EATINC
12/12/07
Route
Entered By: IVET
Time: 09:12:20

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

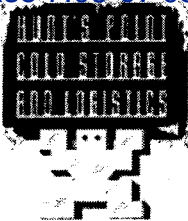
E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
001-2774-0005				MARK		12/12/07	2316893
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
1.00	1.00		CTN FRT1	FRT SANTO DOMINGO AMERICAN AIR		1350.00	1,350.00
Received by _____						Total Invoice	1350.00

EXHIBIT E



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Remit Payment To:
Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice **2990051**
Customer **EATINC**
Route
Entered By: **RICO**
Time: **13:17:50**

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

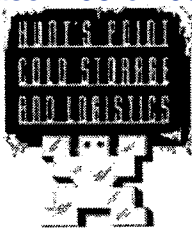
E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
2507293				MARK		12/26/07	2333651
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
1.	1.		EACH	Fuel Surcharge		1.50	1.50
13.00	13.00		CTN ZLET7	ORG. EB GREENS CLAM 8/5oz		21.00	273.00
8.00	8.00		CTN ZROM2B	ORG. EB BABY ROM CLAM 8/5oz		21.00	168.00
8.00	8.00		CTN ZSALAD5	ORG. EB HERB SAL CLAM 8/5oz		21.00	168.00
6.00	6.00		CTN ZSP2	ORG. EB BABY SPIN. CLAM 8/5oz		21.00	126.00
3.00	3.00		CTN LET3	HYDRO [BIBB] BOSTON		19.00	57.00
5.00	5.00		CTN LET5	MACHE ** MACHE		11.00	55.00
6.00	6.00		CTN AS	ASPARAGUS STANDARD		39.75	238.50
6.00	6.00		CTN EN	ENDIVE		17.25	103.50
6.00	6.00		CTN R	RADICCHIO CASE		6.25	37.50
1.00	1.00		CTN MU98	BLACK TRUMPET 3 lb		51.25	51.25
2.00	2.00		CTN MU97A	FRESH PORCINI 3lb		83.00	166.00
2.00	2.00		CTN MU2	SHIITAKE -A- 3#		14.00	28.00
13.00	13.00		CTN MES	MESCLUN 3#		7.00	91.00
2.00	2.00		CTN SQ91	SQUASH BABY GR ZUCC. 5 LB		18.00	36.00
2.00	2.00		CTN SQ9	SQUASH BABY GR PAT-PAN 5 LB		18.00	36.00
2.00	2.00		CTN SQ8	SQUASH BABY YEL PATT 5 LB		24.50	49.00
2.00	2.00		CTN CAR91	CARROTS HAND PEELED BABY		24.50	49.00
2.00	2.00		CTN BEE1	BEETS GOLDEN BABY		30.75	61.50
1.00	1.00		CTN ART1	ARTICHOKES 24'S		61.50	61.50
Received by _____						Total Invoice	1857.25

EXHIBIT F



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Remit Payment To:

Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice **2990052**
Customer **EATINC**
12/26/07
Route
Entered By: **SHER**
Time: **13:52:24**

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
2507293				MARK		12/26/07	2333710
Ordered	Shipped	CK	Item	Item Description		Unit Price	Extended Price
10.00	10.00		EACH	SALT MALDON 8.82 OZ		10.75	107.50
6.00	6.00		EACH TR2A	SABA-TRUFFLE BUTTER 8oz (BLACK)		15.00	90.00
71.89	71.89		LB DUCK0	FOIE GRAS GRADE "A" (BELLA BELLA)		30.00	2,156.70
</							

EXHIBIT G

Remit Payment To:

Baldor Specialty Foods Inc.

P.O. Box 5411

New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice 2991177
 Customer EATINC
 12/26/07
 Route
 Entered By: IVET
 Time: 07:37:06



511 Barry Street
 Bronx, NY 10474
 Phone (718) 860-9100
 Fax (718) 860-1848

E.A.T. INC.
 11 GREEN VALLEY ROAD
 ARMONK, NY 10504
 USA 809/880-5826

E.A.T. INC.
 SARASOTA #23
 PLAZA UNIVERSITARIA
 SANTO DOMINGO,
 USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
001-2894-3821				MARK		12/26/07	2334347
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
1.00	1.00		CTN FRT1	FRIEGHT SANTO DOMINGO AIR AMERICA		1350.00	1,350.00
Received by _____						Total Invoice	1350.00

EXHIBIT H

Remit Payment To:

Baldor Specialty Foods Inc.

P.O. Box 5411

New York, NY 10087-5411

Invoice
Customer2991334
EATINC
12/26/07

Route

Entered By:

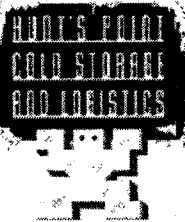
RANI

Time:

14:16:54



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

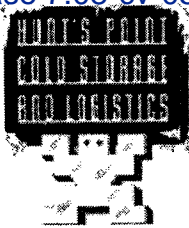
E.A.T. INC. **Marc Hill delivery
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms		
EATINC		Marc hill				Net 1		
Purchase Order Number				Salesperson		Order Date	Our Order Number	
				MARK		12/26/07	2334728	
Ordered	Shipped	Ck	Item	Item Description			Unit Price	Extended Price
1.00	1.00		EACH SPCAV2D	CAVIAR OSETRA 4oz			200.00	200.00

EXHIBIT T



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Remit Payment To:
Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice **3032689**
Customer **EATINC**
01/23/08
Route
Entered By: **SHER**
Time: **16:15:58**

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC		AIRLINE				Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
				MARK		01/23/08	2369749
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
1.	1.		EACH	Fuel Surcharge		1.50	1.50
1.00	1.00		EACH SUKHIS1A	SUKHI'S MADRAS MASALA 8 x 8oz		9.67	9.67
1.00	1.00		EACH SUKHIS1CC	SUKHI'S KORMA PASTE 5 lb		36.67	36.67
1.00	1.00		CTN SPPUR4	FUNKIN LYCHEE PUREE 5/2.2#		74.00	74.00
1.00	1.00		EACH SPDGFC55	2151-CHOC. YUCATAN 55% PISTOL 4.4#		21.50	21.50
2.00	2.00		EACH	GOAT CHEESE "FRESH" 4 LB PAIL		22.50	45.00
2.00	2.00		CTN SPO9B	OLIVES KALAMATA 10# BOX DIVINA		41.48	82.96

EXHIBIT U

Remit Payment To:

Baldor Specialty Foods Inc.

P.O. Box 5411

New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice 3032690
Customer EATINC
01/23/08
Route
Entered By: RICO
Time: 18:05:51



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
				MARK		01/23/08	2369996
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
1.00	1.00		CTN AN	CALIFORNIA ANISE/FENNEL		19.00	19.00
1.00	1.00		CTN CE1	CELERY KNOB -- KNOB		16.00	16.00
1.00	1.00		CTN CE	CELERY CASE 2 1/2 doz		20.00	20.00
2.00	2.00		CTN MU	SHIITAKE -B- 3#		11.50	23.00
2.00	2.00		CTN MU94D	BLUEFOOT 3# BOX		56.50	113.00
4.00	4.00		CTN MU94	FRESH CHANTERELLES 3# CASE		65.00	260.00
1.00	1.00		CTN MU992	ASIAN ROYAL TRUMPET 6 LB (KING OYSTER)		46.50	46.50
1.00	1.00		CTN SP90	SPINACH FROZEN CHOPPED 12X3#		27.90	27.90
3.00	3.00		CTN MES	MESCLUN 3#		7.00	21.00
13.00	13.00		CTN ZLET7	ORG. EB GREENS CLAM 8/5oz		21.00	273.00
7.00	7.00		CTN ZSALAD5	ORG. EB HERB SAL CLAM 8/5oz		21.00	147.00
7.00	7.00		CTN ZSALAD4	ORG. EB BABY LETT CLAM 8/5oz		21.00	147.00
5.00	5.00		CTN ZSP2	ORG. EB BABY SPIN. CLAM 8/5oz		21.00	105.00
2.00	2.00		CTN ZSP6	ORG. EB BABY SPIN 2# CLAM		10.00	20.00
3.00	3.00		CTN ZROM2	ORG. ROM HEARTS 12/3ct		19.00	57.00
1.00	1.00		CTN BEA30	FAVA BEANS BUSHEL		65.50	65.50
4.00	4.00		CTN AS2	ASPARAGUS JUMBO		22.00	88.00
6.00	6.00		CTN AS	ASPARAGUS STANDARD		22.00	132.00
3.00	3.00		CTN LET3	HYDRO [BIBB] BOSTON		19.00	57.00
1.00	1.00		CTN LET4.5	BOSTON		18.00	18.00
3.00	3.00		CTN LET91	CHICKORY		20.00	60.00

Received by _____

(Continued)



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice 3032690
Customer EATINC
01/23/08
Route
Entered By: RICO
Time: 18:05:51

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
				MARK		01/23/08	2369996
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
2.00	2.00		CTN BR	BROCCOLI 14ct		15.00	30.00
2.00	2.00		CTN CAU	CAULIFLOWER		21.50	43.00
1.00	1.00		CTN BR2	BROCCOLI RABE		32.00	32.00
1.00	1.00		CTN CAU7	TRI COLOR CAULIFLOWER 6/8CT		20.00	20.00
6.00	6.00		CTN MU5	PORTOBELLO 5#		11.00	66.00
6.00	6.00		CTN MU91	FOOD SERVICE 10#		15.00	90.00
1.00	1.00		CTN ICE	ICEBERG 24CT.		14.50	14.50
30.00	30.00		CTN SOYF1	FROZ EDANAME IN SHELL 1#		3.80	114.00
4.00	4.00		CTN LET5	MACHE ** MACHE		11.00	44.00
1.00	1.00		CTN KA1	GREEN KALE		11.50	11.50
1.00	1.00		CTN FL1	PANSY'S MIXED /50ct		9.50	9.50
10.00	10.00		CTN R	RADICCHIO CASE		9.50	95.00
6.00	6.00		CTN EN	ENDIVE		16.50	99.00
1.00	1.00		CTN EN1	RED ENDIVE		21.50	21.50
1.00	1.00		CTN FI50	BI-COLOR PEANUT POTATO 50#		166.50	166.50
5.00	5.00		CTN ROM	CARDBOARD ROMAINE 24CT.CALI		16.00	80.00
4.00	4.00		CTN LETT	BABY MIX LETTUCE		10.00	40.00
1.00	1.00		CTN ON9	ONIONS PEARL RED 12 ct		18.00	18.00
2.00	2.00		CTN ON7	ONIONS PEARL WHITE 12 ct		18.00	36.00
2.00	2.00		CTN CAR9	PREMIER PEELED BABY CARROTS 20/1LB		19.50	39.00
2.00	2.00		CTN MU6	CREMINI 5#		11.00	22.00

Received by _____

(Continued)

EXHIBIT V

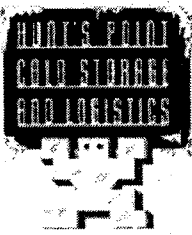
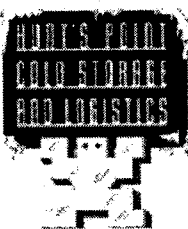


EXHIBIT W



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Remit Payment To:

Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice **3034237**
Customer **EATINC**
01/23/08
Route
Entered By: **IVET**
Time: **07:58:11**

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer	Ship Via	F.O.B.		Terms		
EATINC				Net 1		
Purchase Order Number		Salesperson	Order Date	Our Order Number		
001-7726-3642		MARK	01/23/08	2370559		
Ordered	Shipped	Ck	Item	Item Description	Unit Price	Extended Price
1.00	1.00		CTN FRT1	FRIEGHT SANTO DOMINGO AMERICAN	1350.00	1,350.00
Received by _____						Total Invoice 1350.00

EXHIBIT X

Remit Payment To:



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848

Baldor Specialty Foods Inc.

P.O. Box 5411

New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice 3034762
Customer EATINC
Route 01/24/08
Entered By: IVET
Time: 15:43:10

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

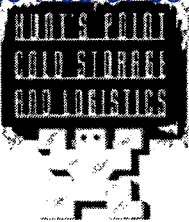
Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
001-7737-1641				MARK		01/24/08	2371250
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
1.	1.		EACH	Fuel Surcharge		1.50	1.50
1.00	1.00		CTN BEA1	STRING BEANS		37.50	37.50
1.00	1.00		CTN BEA91	CHINESE LONG BEANS 10 LBS		41.00	41.00
1.00	1.00		CTN GI1	BULK GINGER 30# BULK		38.00	38.00
1.00	1.00		CTN L5	LEMON GRASS BY THE LB.		2.50	2.50
2.00	2.00		CTN AN	CALIFORNIA ANISE/FENNEL		17.50	35.00
9.00	9.00		CTN AS	ASPARAGUS STANDARD		22.00	198.00
2.00	2.00		CTN AS51	ASPARAGUS WHITE LARGE		24.00	48.00
1.00	1.00		CTN LE3	LEEEKS-HOLLAND 5-KILO		24.00	24.00
1.00	1.00		CTN SPR10	LOOSE BRUSSEL SPROUTS/22 LB		35.00	35.00
1.00	1.00		CTN SPR1	BRUSSEL SPROUT 12 CUPS CASE		15.00	15.00
1.00	1.00		CTN CAB5A	BABY BOC CHOY 10 LBS		12.00	12.00
3.00	3.00		CTN FL4	50CT (INEDIBLE)ORCHIDS BLOOMS		9.50	28.50
2.00	2.00		CTN LET3	HYDRO [BIBB] BOSTON		19.00	38.00
1.00	1.00		CTN LET91	CHICKORY		20.00	20.00
1.00	1.00		CTN SPR2	ALFALFA SPROUTS CUPS		9.50	9.50
18.00	18.00		CTN MES	MESCLUN 3#		7.00	126.00
2.00	2.00		CTN PE92	PEPPERS PABLANO/PASILLA CASE 10 LBS		15.50	31.00
25.00	25.00		CTN MU5	PORTOBELLO 5#		11.00	275.00
4.00	4.00		CTN MU91	FOOD SERVICE 10#		14.50	58.00
1.00	1.00		CTN SQ0	SQUASH FANCY GREEN		23.50	23.50
Received by							

(Continued)

EXHIBIT Y



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Baldor Specialty Foods Inc.

P.O. Box 5411

New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice **3034763**
Customer **EATINC**
01/24/08
Route
Entered By: **IVET**
Time: **15:44:17**

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
001-7737-1641				MARK		01/24/08	2371257
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
2.00	2.00		CTN SPFR1G	FIGS DRIED CALIMYRNA EXTRA FANCY 5 LB BOX		30.45	60.90
Received by _____							Total Invoice 60.90

EXHIBIT Z



**511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848**



**Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411**

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice 3036412
Customer EATINC
01/24/08

Route
Entered By: IVET
Time: 08:36:34

**E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826**

**E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827**

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
001-7737-1641				MARK		01/24/08	2372277
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
1.00	1.00		CTN FRT1	FRIEGHT SANTO DOMINGO AIR AMERICAN		1350.00	1,350.00
Received by _____						Total Invoice	1350.00

EXHIBIT I



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Baldor Specialty Foods Inc.

P.O. Box 5411

New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice

3010817

Customer

EATINC

01/09/08

Route

Entered By:

RICO

Time:

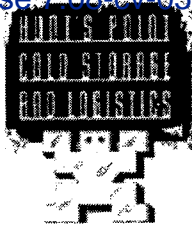
18:53:05

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
				MARK		01/09/08	2349516
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
1.00	1.00		CTN SPFR1G	FIGS DRIED CALIMYRNA EXTRA FANCY 5 LB BOX		30.45	30.45
1.00	1.00		CTN SPFR1B	CRANBERRIES DRIED 5 LB BOX		18.27	18.27
1.00	1.00		CTN SPFR1	APRICOTS DRIED TURKISH FANCY 5 LB BOX		13.14	13.14
1.00	1.00		CTN SPFR1A	CHERRIES DRIED MICHIGAN TART 5 LB BOX		36.22	36.22
3.00	3.00		CTN SPO9B	OLIVES KALAMATA 10# BOX DIVINA		42.65	127.95
2.00	2.00		CTN SPVIN1	WHITE BALSAMIC VINEGAR TONDO 250ML CS		39.00	78.00
3.56	3.56		LB DUCK0	FOIE GRAS GRADE "A" (BELLA BELLA)		31.50	112.14
12.00	12.00		EACH OIL	SABA-WHITE TRUFFLE OIL 8.4oz 6/cs		15.50	186.00
6.00	6.00		EACH OIL1	SABA-BLACK TRUFFLE OIL 8.4oz 6/cs		13.00	78.00

EXHIBIT J



**E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827**

EXHIBIT K



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Remit Payment To:
Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice **3010819**
Customer **EATINC**
Route **01/09/08**
Entered By: **RICO**
Time: **18:51:16**

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

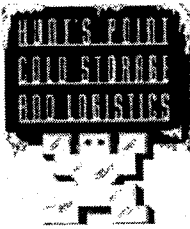
E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
				MARK		01/09/08	2349512
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
1.	1.		EACH	Fuel Surcharge		1.50	1.50
1.00	1.00		CTN W	FRESH WATERCRESS 24 CT		19.50	19.50
1.00	1.00		CTN MU998	DRY PORCINI BY THE LB		21.00	21.00
4.00	4.00		CTN MU9990A	FOREST MIX DRIED MUSH BY TH LB		15.90	63.60
1.00	1.00		CTN L5	LEMON GRASS BY THE LB.		2.50	2.50
1.00	1.00		CTN FR1	FRISSE-CALIFORNIA		15.50	15.50
1.00	1.00		CTN SP90	SPINACH FROZEN CHOPPED 12X3#		27.90	27.90
8.00	8.00		CTN ZLET7	ORG. EB GREENS CLAM 8/5oz		21.00	168.00
2.00	2.00		CTN ZROM2B	ORG. EB BABY ROM CLAM 8/5oz		21.00	42.00
2.00	2.00		CTN AS2	ASPARAGUS JUMBO		33.50	67.00
11.00	11.00		CTN AS	ASPARAGUS STANDARD		34.00	374.00
1.00	1.00		CTN LET4.5	BOSTON		15.50	15.50
1.00	1.00		CTN CAU4	ROMANESCO CAULIFLOWER		33.50	33.50
1.00	1.00		CTN CAU	CAULIFLOWER		31.00	31.00
1.00	1.00		CTN SPR1	BRUSSEL SPROUT 12 CUPS CASE		15.00	15.00
15.00	15.00		CTN MU5	PORTOBELLO 5#		11.00	165.00
4.00	4.00		CTN MU91	FOOD SERVICE 10#		14.50	58.00
1.00	1.00		CTN SQ91	SQUASH BABY GR ZUCC. 5 LB		18.50	18.50
1.00	1.00		CTN SQ8	SQUASH BABY YEL PATT 5 LB		18.50	18.50
1.00	1.00		CTN SQ9	SQUASH BABY GR PAT-PAN 5 LB		18.50	18.50
4.00	4.00		CTN LET5	MACHE ** MACHE		11.00	44.00
Received by							

(Continued)



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Remit Payment To:

Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

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Invoice **3010819**
Customer **EATINC**
01/09/08
Route
Entered By: **RICO**
Time: **18:51:16**

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
				MARK		01/09/08	2349512
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
1.00	1.00		CTN UP	UPLAND CRESS		13.50	13.50
9.00	9.00		CTN R	RADICCHIO CASE		8.00	72.00
7.00	7.00		CTN EN	ENDIVE		17.50	122.50
1.00	1.00		CTN EN1	RED ENDIVE		28.00	28.00
1.00	1.00		CTN ROM	CARDBOARD ROMAINE 24CT.CALI		20.00	20.00
1.00	1.00		CTN ON9	ONIONS PEARL RED 12 ct		18.00	18.00
1.00	1.00		CTN ON7	ONIONS PEARL WHITE 12 ct		18.00	18.00
1.00	1.00		CTN SC1	ONIONS SCALLIONS		24.00	24.00
2.00	2.00		CTN ZMU6	ORG. CREMINI CELLO 6/8oz		13.00	26.00
1.00	1.00		CTN ON94	ONIONS CIPPOLINI 10lbs		11.00	11.00
1.00	1.00		CTN TO998	TOMATO SUNDRIED/4X5lb CASE		56.00	56.00
1.00	1.00		CTN TO6C	YELLOW CHERRY TOMATO		29.00	29.00
1.00	1.00		CTN SPR2	ALFALFA SPROUTS CUPS		9.00	9.00
1.00	1.00		CTN TO6	TOMATO CHERRY/RED CHERRY		12.00	12.00
1.00	1.00		CTN MU94	FRESH CHANTERELLES 3# CASE		58.50	58.50
1.00	1.00		CTN MU94D	BLUEFOOT 3# BOX		57.00	57.00
1.00	1.00		CTN MU992	ASIAN ROYAL TRUMPET 6 LB (KING OYSTER)		46.50	46.50
Received by _____							Total Invoice 1841.00

EXHIBIT L

Remit Payment To:

Baldor Specialty Foods Inc.

P.O. Box 5411

New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice 3011487
Customer EATINC
01/09/08
Route
Entered By: IVET
Time: 08:29:09



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer	Ship Via	F.O.B.		Terms		
EATINC				Net 1		
Purchase Order Number		Salesperson		Order Date	Our Order Number	
Awb#001-3013-3876		MARK		01/09/08	2351511	
Ordered	Shipped	Ck	Item	Item Description	Unit Price	Extended Price
1.00	1.00		CTN FRT1	FRIEGHT SANTO DOMINGO AIR AMERICA	1350.00	1,350.00
Received by _____						Total Invoice 1350.00

EXHIBIT M

Remit Payment To:

Baldor Specialty Foods Inc.

P.O. Box 5411

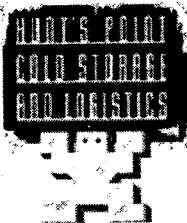
New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice 3022203
Customer EATINC
01/16/08
Route
Entered By: SHER
Time: 14:42:47



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

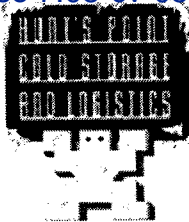
E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC		AIRLINE				Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
FIRST LD3				MARK		01/16/08	2360105
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
1.	1.		EACH	Fuel Surcharge		1.50	1.50
4.00	4.00		EACH SPSAF	SAFFRON TINS 1oz		36.88	147.52
2.00	2.00		EACH SPBLINI	MINI BLINIS FOR CAVIAR 16CT (90 PER MASTER		5.50	11.00
2.00	2.00		CTN SUKHIS1E	SUKHIS FROZEN NAAN BREAD 24/12 OZ		42.30	84.60
2.00	2.00		CTN SPFR1K	RAISINS GOLDEN DRIED 5 LB BOX		13.14	26.28
1.00	1.00		CTN SPFR3	MISSION FIGS DRIED 5 LB BOX		18.33	18.33
23.22	23.22		LB DACHEESE1B	GRANA PADANO QUARTERS-APPROX. 18 LB		7.56	175.54
13.16	13.16		LB DACHEESE1C	PECORINO ROMANO QUARTERS-APPROX. 12 LBS		4.69	61.72
2.00	2.00		EACH	GOAT CHEESE "FRESH" 4 LB PAIL		22.50	45.00

EXHIBIT N



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Baldor Specialty Foods Inc.

P.O. Box 5411

New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice 3022204
Customer EATINC
01/16/08
Route
Entered By: SHER
Time: 14:46:02

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms		
EATINC		AIRLINE				Net 1		
Purchase Order Number				Salesperson		Order Date	Our Order Number	
SECOND LD3				MARK		01/16/08	2360116	
Ordered	Shipped	Ck	Item	Item Description			Unit Price	Extended Price
7.16	7.16		LB SPPATE	CAMPAGNE/BLACK PEPPER BY #(3.5#)			7.80	55.85
7.17	7.17		LB SPPATE6A	VENISON W/APRICOTS BY #(3.5#)			9.50	68.12
3.97	3.97		LB SPPATE7	CHICKEN EN CROUTE W/PIST 1.5#			13.00	51.61
3.35	3.35		LB SPPATE7A	DUCK EN CROUTE W/ORANGE 1.5#			14.00	46.90
14.68	14.68		LB SPPATE2	MOUSSE DUCK FOIE GRAS BY #(3.5#)			16.95	248.83
7.30	7.30		LB SPPATE2A	MOUSSE DUCK W/PORTO BY #(3.5#)			9.10	66.43
5.04	5.04		LB SPSAU	SAUSAGE ANDOUILLETTE BY # (1#)			8.40	42.34
3.87	3.87		LB SPSAU1	SAUSAGE MERGUEZ 0.75/lb			7.05	27.28
5.15	5.15		LB SPSAU4A	SAUSAGE CHORIZO BY # (1#)			5.75	29.61
5.09	5.09		LB SPSAU8	SAUSAGE VENISON W/CRANBERRY BY #			7.75	39.45
5.08	5.08		LB SPSAU7	SAUSAGE RABBIT W/PRUNES BY LB			7.75	39.37
5.08	5.08		LB SPSAU8A	SAUSAGE PHEASANT W/GOJI BERRY 1#			7.75	39.37
5.06	5.06		LB SPSAU9	SAUSAGE WILD BOAR W/APPLE & CRANBERRY 1#			7.75	39.22
4.09	4.09		LB SPDU6	DUCK FOIE GRAS PRE-SLICED "IQF" 20/PCS			36.00	147.24
Received by _____							Total Invoice	941.62

EXHIBIT O

Remit Payment To:

Baldor Specialty Foods Inc.

P.O. Box 5411

New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice 3022205
Customer EATINC
01/16/08
Route
Entered By: SHER
Time: 14:48:57



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

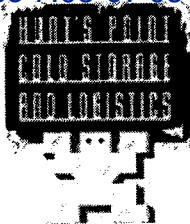
E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC		AIRLINE				Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
SECOND LD3				MARK		01/16/08	2360127
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
5.00	5.00		EACH	SALT BLACK HAWAIIAN COARSE 17.14 OZ		27.60	138.00
2.00	2.00		EACH	SALT MALDON 8.82 OZ		11.45	22.90
4.00	4.00		EACH	TOMATO FLAKES 4.59 OZ		6.11	24.44
10.00	10.00		EACH	HERBS,PROVENCE MIX 3.53 OZ		4.84	48.40
6.00	6.00		EACH VIN9I	RASPBERRY RED WINE VINEGAR (6/33.5 OZ		3.45	20.70
6.00	6.00		EACH VIN9J	TARRAGON WHITE WINE VINEGAR (6/33.5 OZ		4.00	24.00
6.00	6.00		EACH VIN9K	CIDER VINEGAR (6/33.5 OZ BOTTLE)		3.30	19.80
1.00	1.00		CTN VIN9L	CHAMPAMGE VINEGAR REIMS (12/17 OZ		33.20	33.20
12.00	12.00		EACH SPVIN4	BALSAMIC CREAM - SQUEEZE BOTTLE 250ML 12/cs		6.50	78.00
24.00	24.00		EACH SPVIN4A	BALSAMIC CREAM WHITE - SQUEEZE BOTTLE		6.50	156.00
6.00	6.00		EACH TR10Z	SABA-SLICED BLK SUMMER 3.2oz TRUFFLE OIL		18.80	112.80
13.20	13.20		LB SPMEAT4	BRESAOLA-AIR DRIED BEEF BY LB 1.5#		14.00	184.80
12.00	12.00		EACH OIL	SABA-WHITE TRUFFLE OIL 8.4oz 6/cs		15.50	186.00
12.00	12.00		EACH TR2A	SABA-TRUFFLE BUTTER 8oz (BLACK)		13.00	156.00
6.00	6.00		EACH TR2B	SABA-TUFFLE BUTTER 2oz (BLACK)		4.50	27.00
6.00	6.00		EACH TR8J	SABA-TRUFFLE HONEY 8.8oz		14.25	85.50
5.00	5.00		CTN MU998	DRY PORCINI BY THE LB		21.00	105.00
2.00	2.00		CTN MU998A	DRY CHANTERELLES BY THE LB		31.00	62.00
6.00	0.00		CTN MU9990A	FOREST MIX DRIED MUSH BY TH LB		15.90	0.00
2.00	2.00		CTN MU999B	DRY SHIITAKE BY THE LB		10.50	21.00
2.00	0.00		CTN MU9991A	POWDER ** PORCINI ** POWDER ** LB		17.15	0.00
Received by _____							

(Continued)



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Remit Payment To:
Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice 3022205
Customer EATINC
01/16/08
Route
Entered By: SHER
Time: 14:48:57

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

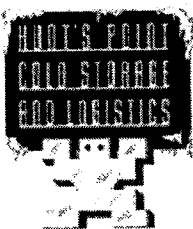
E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC		AIRLINE				Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
SECOND LD3				MARK		01/16/08	2360127
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
2.00	2.00		CTN SPPASTAJ	SPAGHETTI 8mn 24x500gr		72.61	145.22
2.00	2.00		CTN SPPASTAN	LINGUINE 24x500gr		72.61	145.22
2.00	2.00		CTN SPPASTAO	PICI 24x500gr		84.77	169.54
2.00	2.00		CTN SPPASTAP	PENNE 12x500gr		44.77	89.54
1.00	1.00		CTN SPPASTAM	TACCONI w/WHEAT GERM 16x250gr		54.48	54.48
1.00	1.00		CTN SPPASTAA	STRACCETTI w/WHEAT GERM 12x250gr		45.09	45.09
2.00	2.00		CTN SPPASTAI	SPAGHETTI w/BLACK SQUID INK 16x250gr		73.89	147.78
2.00	2.00		CTN SPPASTAE	TAGLIATELLE w/SAFFRON 16x250gr		65.15	130.30
1.00	1.00		CTN SPPASTAC	STRACCETTI w/GARLIC & BASIL 12x250gr		48.93	48.93
1.00	1.00		CTN SPPASTAQ	STRACCETTI w/RED CHILLI PEPPER 12X250 GR		39.10	39.10
2.00	2.00		CTN SPRICE1	RICE CARNAROLI 12/1 KILO BRICK PACK		38.00	76.00
1.00	1.00		EACH SPTOM1	TOMATO ROASTED YELLOW 4LB		22.00	22.00
10.00	10.00		EACH SPFISH5	MACKNIGHT SCOTTISH KING 4OZ SLICED		4.50	45.00
1.00	1.00		EACH SPDGFPA1	8177-WHITE FONDANT PATISSIER 17.6#		25.60	25.60
1.00	1.00		EACH SPDGFPC1	5812-CHESTNUT PASTE 2.2#		11.25	11.25
2.00	2.00		LB SPVAT2	VANILLA BEANS TAHITIAN		95.00	190.00
1.00	1.00		EACH SPNU1A	ALMOND FLOUR BLANCHED 4 LB TIN		23.08	23.08
1.00	1.00		EACH SPNU7	PINE NUTS (KERNALS) CHINESE 4 LB TIN		53.85	53.85
Received by _____						Total Invoice	2967.52

EXHIBIT P



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Remit Payment To:

Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice **3022206**
Customer **EATINC**
Route
Entered By: **RICO**
Time: **15:30:26**

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
				MARK		01/16/08	2360268
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
1.00	1.00		CTN ON97C	ONIONS BABY VIDALIA'S 24ct W/TOPS		25.50	25.50
2.00	2.00		CTN EN	ENDIVE		16.50	33.00
3.00	3.00		CTN L5	LEMON GRASS BY THE LB.		2.50	7.50
4.00	4.00		CTN R	RADICCHIO CASE		9.00	36.00
2.00	2.00		CTN MI2	MINT KILO BOX MINT KILO		12.50	25.00
2.00	2.00		CTN RO2	KILO ROSEMARY KILO ROSEMARY		12.50	25.00
2.00	2.00		CTN S2	SAGE KILO KILO KILO		14.00	28.00
2.00	2.00		CTN TH2	THYME KILO KILO KILO		12.00	24.00
1.00	1.00		CTN ON94	ONIONS CIPPOLINI 10lbs		13.00	13.00
1.00	1.00		CTN ART1	ARTICHOKES 24'S		51.00	51.00
12.00	12.00		CTN AS	ASPARAGUS STANDARD		29.00	348.00
1.00	1.00		CTN SH2	SHALLOTS WHOLE 4x10 lb MASTER		37.00	37.00
4.00	4.00		CTN AS2	ASPARAGUS JUMBO		27.50	110.00
1.00	1.00		CTN BEA1	STRING BEANS		35.00	35.00
1.00	1.00		CTN BR	BROCCOLI 14ct		21.50	21.50
1.00	1.00		CTN G3	GARLIC PEELED 4 x 5 LB " URBAN ROOTS "		18.50	18.50
1.00	1.00		CTN SPR10	LOOSE BRUSSEL SPROUTS/22 LB		35.00	35.00
1.00	1.00		CTN SPR1	BRUSSEL SPROUT 12 CUPS CASE		15.00	15.00
1.00	1.00		CTN FL1	PANSY'S MIXED /50ct		9.50	9.50
4.00	4.00		CTN LET3	HYDRO [BIBB] BOSTON		19.00	76.00
5.00	5.00		CTN ROM	CARDBOARD ROMAINE 24CT.CALI		21.00	105.00
Received by _____							

(Continued)



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

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Invoice 3022206
Customer EATINC
01/16/08
Route
Entered By: RICO
Time: 15:30:26

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
				MARK		01/16/08	2360268
Ordered	Shipped	Chk	Item	Item Description		Unit Price	Extended Price
1.00	1.00		CTN BR2	BROCCOLI RABE		45.50	45.50
1.00	1.00		CTN KA1	GREEN KALE		12.00	12.00
1.00	1.00		CTN LET91	CHICKORY		20.00	20.00
1.00	1.00		CTN SP4	SPINACH CELLO/VIRDELLI 12X10oz		15.00	15.00
2.00	2.00		CTN SPR2	ALFALFA SPROUTS CUPS		10.00	20.00
4.00	4.00		CTN LET5	MACHE ** MACHE		11.00	44.00
28.00	28.00		CTN MES	MESCLUN 3#		7.50	210.00
3.00	3.00		CTN SP6	SPINACH BABY**3lb**		11.50	34.50
2.00	2.00		CTN PE92	PEPPERS PABLANO/PASILLA CASE 10 LBS		15.50	31.00
1.00	1.00		CTN PE999D	DRIED PASSILLA NEGRO LB		8.50	8.50
1.00	1.00		CTN PE9990	PEPPERS DRY ARBOL BY THE LB.		4.00	4.00
1.00	1.00		CTN HE0A	"UGLY RIPE" HEIRLOOM TOMATO 15LB		17.50	17.50
2.00	2.00		CTN TO6	TOMATO CHERRY/RED CHERRY		13.00	26.00
2.00	2.00		CTN TO6C	YELLOW CHERRY TOMATO		25.00	50.00
3.00	3.00		CTN TO998	TOMATO SUNDRIED/4X5lb CASE		53.50	160.50
16.00	16.00		CTN ZLET7	ORG. EB GREENS CLAM 8/5oz		21.00	336.00
5.00	5.00		CTN ZROM2B	ORG. EB BABY ROM CLAM 8/5oz		21.00	105.00
3.00	3.00		CTN ZSP2	ORG. EB BABY SPIN. CLAM 8/5oz		21.00	63.00
1.00	1.00		CTN SQ91	SQUASH BABY GR ZUCC. 5 LB		17.00	17.00
1.00	1.00		CTN. SQ8	SQUASH BABY YEL PATT 5 LB		17.00	17.00
2.00	2.00		CTN CAB5	CABBAGE BOC-CHOY CASE		22.25	44.50

Received by _____

(Continued)

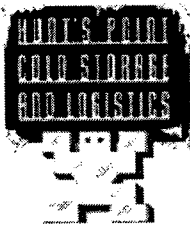


EXHIBIT Q



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Baldor Specialty Foods Inc.
P.O. Box 5411
New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

Invoice **3022207**
Customer **EATINC**
Route
Entered By: **RICO**
Time: **15:31:06**

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	Our Order Number
				MARK		01/16/08	2360270
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
2.00	2.00		CTN MU	SHIITAKE -B- 3#		10.50	21.00
31.00	31.00		CTN MU5	PORTOBELLO 5#		11.00	341.00
10.00	10.00		CTN MU91	FOOD SERVICE 10#		15.00	150.00
2.00	2.00		CTN MU94	FRESH CHANTERELLES 3# CASE		63.00	126.00
2.00	2.00		CTN SQ93	SQUASH BUTTERNUT 35#		13.50	27.00
1.00	1.00		CTN SQ94	SQUASH ACORN 35#		13.50	13.50

EXHIBIT R



511 Barry Street
Bronx, NY 10474
Phone (718) 860-9100
Fax (718) 860-1848



Baldor Specialty Foods Inc.

P.O. Box 5411

New York, NY 10087-5411

The Perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Late charges will accrue at the rate of 2% per month. These late charges and all attorneys' fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction covered by the PACA trust.

**Invoice
Customer**

**3023061
EATINC
01/16/08**

Route

Entered By:

IVET

Time:

09:08:09

E.A.T. INC.
11 GREEN VALLEY ROAD
ARMONK, NY 10504
USA 809/880-5826

E.A.T. INC.
SARASOTA #23
PLAZA UNIVERSITARIA
SANTO DOMINGO,
USA 809/880-5827

Customer		Ship Via		F.O.B.		Terms	
EATINC						Net 1	
Purchase Order Number				Salesperson		Order Date	
001-3049-3923				MARK		01/16/08	
						Our Order Number	
						2361219	
Ordered	Shipped	Ck	Item	Item Description		Unit Price	Extended Price
1.00	1.00		CTN FRT1	FRIEGHT SANTO DOMINGO AIR AMERICA		1350.00	1,350.00
Received by _____							Total Invoice
							1350.00

EXHIBIT S